

IN THE CIRCUIT COURT OF Carroll COUNTY, ARKANSAS
DIVISION _____ DISTRICT _____

FILED FOR RECORD
MARILYN FERRIER
CIRCUIT CLERK

2022 APR 15 PM 2:44
CARROLL COUNTY, ARKANSAS
EASTERN DISTRICT

Joseph
Emery
Guess

PLAINTIFF

VS.

CAUSE NO. 21-221 (ED)

Holly
Leannette
L
Guess

DEFENDANT

MARITAL SETTLEMENT AGREEMENT

AGREEMENT made on this 27th day of December, 2021, by and between Holly Leannette L. Guess (hereinafter referred to as "Wife"), who resides at 14600 Holly rd Henryetta OK 74437 [insert full residential address of Wife] and Joseph Emery Guess (hereinafter referred to as "Husband"), who resides at 3516 Highway 103 Green Forest AR 72638 [insert full residential address of Husband].

WHEREAS, we were married on the 20th day of February, 2008, in Fayetteville, State of Arkansas, and we now mutually desire to dissolve our marriage and mutually agree to live permanently separate and apart from each other, as if we were single;

WHEREAS, we each have exercised good faith and have made fair, accurate, and complete disclosure to each other regarding all financial and property matters pertaining to this marital settlement agreement;

WHEREAS, we mutually desire to settle by agreement all matters regarding our marital affairs, child custody and visitation, personal and real property, and finances;

WHEREAS, we mutually intend this agreement to be a final disposition regarding the marital issues addressed herein and intend that this agreement be incorporated into any subsequent DECREE OF DIVORCE.

THEREFORE, in exchange for the mutual promises herein contained, we agree to live separately and to divide our property and finances according to the following mutually agreed upon terms and conditions:

Husband and Wife have the following child(ren) born or adopted into their marriage:

A. CUSTODY

B. VISITATION

1) Husband shall have the following rights of visitation:

Husband shall have visitation rights for the following vacation periods each year:

Redacted Copy

Joseph has visitation rights anytime tiffany does have a break from school for the length of her breaks as long as his schedual allows.

Holidays (Even-Numbered Years):

Husband shall have visitation rights for the following holidays during even-numbered years:

Thanksgiving
Easter
Halloween

Holidays (Odd-Numbered Years):

Husband shall have visitation rights for the following holidays during odd-numbered years:

New Year
Christmas Eve
Fourth of July

Other Visitation Rights:

Husband shall have the following additional visitation rights:

Anytime a sitter is needed for more than a day he will have the first say in if he will have the child.

2) Wife shall have the following rights of visitation:

Weekends:

Wife shall have visitation rights on the following days and times [choose one:] X
each weekend OR _____ every other weekend:

Weekdays:

Wife shall have visitation rights on the following days and times during [choose one:]
X each week OR _____ every other week:

Yearly Vacation:

Wife shall have visitation rights for the following vacation periods each year:

The child lives with her full time

Holidays (Even-Numbered Years):

Wife shall have visitation rights for the following holidays during even-numbered years:

New Years

Christmas

Fourth of July

Holidays (Odd-Numbered Years):

Wife shall have visitation rights for the following holidays during odd-numbered years:

Thanksgiving

Easter

Halloween

Other Visitation Rights:

Wife shall have the following additional visitation rights:

She has the right to half of summer break, and if when she is with her dad but he needs a sitter for more than one day, Holly will have the right to watch her first.

2. REAL ESTATE

A. RESIDENCE

Husband shall reside at 35141 Highway 103 Green Forest AR 72638

Wife shall reside at 14600 Holly rd Henryetta OK 74437

B. HOMESTEAD

Husband and Wife own the following real property as their family residence, located at

Husband and Wife agree that Tiffany Guess shall continue to reside at the above mentioned family residence.

Rights, responsibilities and expenses regarding the above mentioned family residence shall be distributed as follows:

1) Title:

Husband shall have the following rights of title and ownership in the family residence:

Wife shall have the following rights of title and ownership in the family residence:

2) Expenses, Mortgage and Maintenance:

Husband shall be responsible for and pay the following expenses regarding the family residence:

Wife shall be responsible for and pay the following expenses regarding the family residence:

C. OTHER REAL ESTATE

Husband and Wife jointly own the following other real estate to be divided as follows:

1) To Husband:

2) To Wife:

3. PERSONAL PROPERTY

A. HOUSEHOLD GOODS

Husband and Wife jointly own the following household goods to be divided as follows:

1) To Husband:

Husband and Wife jointly own the following automobiles to be divided as follows:

Husband and Wife own the following other personal property to be divided as follows:

Husband and Wife jointly hold the following bank accounts:

(Name and Address of Institution)

The above mentioned accounts shall be divided as follows:

Husband and Wife jointly hold the following debts outstanding:

_____ (Account Number)
 _____ (Account Balance)

_____ (Account Number)
 _____ (Account Balance)

_____ (Account Number)
 _____ (Account Balance)

1) Husband agrees to pay and assume all responsibility for the following debts:

1) By Husband:

2) By Wife:

Holly will get to claim the child on taxes

[illegible]

0 1 0 1

beneficiary of the following life insurance policies:

B. Wife owns the following life insurance policies naming Husband as beneficiary:

_____ (Policy Number)
_____ (Policy Amount)

(Name and Address of Institution)

_____ (Policy Number)
_____ (Policy Amount)

(Name and Address of Institution)

_____ (Policy Number)
_____ (Policy Amount)

(Name and Address of Institution)

Wife agrees that Husband [check one:] _____ shall, or _____ shall not remain the beneficiary of the following life insurance policies:

8. HEALTH INSURANCE

Husband and Wife agree as follows in relation to their respective health care coverage:

Holly is responsible for Tiffany Guess health coverage

9. SPOUSAL SUPPORT

A. Husband shall pay to Wife spousal support in the sum of _____ dollars (\$ 0), _____ [specify "weekly" or "monthly"], beginning on the _____ day of _____, 20 _____. Husband shall continue to pay this sum for a period of _____, subject to the following mutually agreed upon conditions:

B. Wife shall pay to Husband spousal support in the sum of _____ dollars (\$ 0), _____ [specify "weekly" or "monthly"], beginning on the _____ day of _____, 20 _____. Wife shall continue to pay this sum for a period of _____, subject to the following mutually agreed upon conditions:

10. CHILD SUPPORT

A. Husband shall pay to Wife child support in the sum of 50% of child cost dollars (\$ N/A) per child, monthly [specify "weekly" or "monthly"], beginning on the 27th day of December, 20 21. Husband shall continue to pay this sum for a period of 6 years or until the child reaches the age of majority, becomes self-supporting, marries, or dies, subject to the following mutually agreed upon conditions:

He will be responsible for 50% of the cost to support and raise tiffany including all extra curriculars.

B. Wife shall pay to Husband child support in the sum of 50% of child cost dollars (\$ N/A) per child, monthly [specify "weekly" or "monthly"], beginning on the 27th day of December, 20 21. Wife shall continue to pay this sum for a period of 6 years or until the child reaches the age of majority, becomes self-supporting, marries, or dies, subject to the following mutually agreed upon conditions:

She will be responsible for 50% of the cost to support and raise tiffany including all extra curriculars.

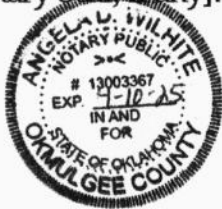
C. All payments of child support pursuant to this agreement shall be made and delivered in the following manner: [choose one:] _____ All payments of child support shall be paid directly through the appropriate state agency, official, or court designated by the laws of the State of Arkansas to receive and disburse such child support payments, or X All payments of child support shall be made directly to the parent to whom the child support payments are due; however, the parent to whom payments are due reserves the right to require, upon written notice

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF ~~ARKANSAS~~ OKLAHOMA
COUNTY OF Okmulgee

This document was acknowledged before me on 3-21-2022 [Date] by
Holly Guess [name of principal].

[Notary Seal, if any]:



Angela D. Wilhite
(Signature of Notarial Officer)

Notary Public for the State of Arkansas

My commission expires:
4-10-2025

to the paying parent, such child support payments to be paid directly to the appropriate state agency, official, or court designated by the laws of the State of Arkansas to receive and disburse such child support payments.

D. In the event the obligated parent's income increases, the amount of child support shall be increased proportionately, and such increase shall be computed effective the date of the increase.

E. As additional child support, the obligated parent shall maintain medical and dental insurance on behalf of each child and shall pay any medical expenses not covered by said insurance.

F. As additional child support, the obligated parent [choose one:] _____ shall or X shall not pay one-half of the amount needed for each child's college education.

11. LEGAL NAME

Husband and Wife agree that that upon the court's ordering a DECREE OF DIVORCE , Wife shall have the right to retain her married name or shall also have the right to return to her maiden or former name: _____ [insert Wife's maiden name].

12. FINAL AGREEMENT

This agreement sets forth the entire agreement and understanding between the Husband and Wife relating to the settlement of marital property and finances and supersedes all prior discussions between us. No modification of or amendment to this agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged.

13. ACKNOWLEDGEMENT

Husband and Wife acknowledge that each has entered into this agreement in good faith, without any duress or undue influence. Each understands his or her right to seek independent counsel regarding this agreement, and each has had the opportunity to seek independent counsel prior to signing this agreement.

14. CHOICE OF LAW

Husband and Wife agree that this agreement shall be governed and construed in accordance with the laws of the State of Arkansas.

Signed and dated this 21st day of March, 2022.

Hally Guess
Wife

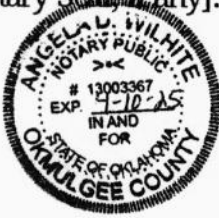
Jason Guess
Husband

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF ~~ARKANSAS~~ OKLAHOMA
COUNTY OF OKMULGEE

This document was acknowledged before me on 3-21-2022 [Date] by
Holly Guess [name of principal].

[Notary Seal, if any]:



Angela D Wilhite
(Signature of Notarial Officer)

Notary Public for the State of Arkansas

My commission expires:
4-10-2025

State of Arkansas

County of Carroll

For Joseph Guess

Subscribed and Sworn to before me on this 15 day of April,
20 22.

Signature of Notary Public Laura McGuire

My commission expires: 08/05/2030

SEAL

